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10/007,434	12/03/2001	Neal Solomon	25130-11256	3054

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EXAMINER
GRAHAM, CLEMENT B

ART UNIT	PAPER NUMBER
3692	

MAIL DATE	DELIVERY MODE
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Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

	Application No.	Applicant(s)
	10/007,434	SOLOMON, NEAL
Office Action Summary	Examiner	Art Unit	
	CLEMENT B. GRAHAM	3692	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE _3_ MONTH(S) OR THIRTY (30) DAYS,
WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.
- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed
  after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
  Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any
  earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on _19 December 2007_.

2a)☒ This action is **FINAL**.   2b)☐ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is
    closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) _1-158_ is/are pending in the application.

      4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) _1-158_ is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☐ The drawing(s) filed on _____ is/are: a)☐ accepted or b)☐ objected to by the Examiner.

      Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

      Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

      a)☐ All b)☐ Some * c)☐ None of:

         1.☐ Certified copies of the priority documents have been received.

         2.☐ Certified copies of the priority documents have been received in Application No. _____.

         3.☐ Copies of the certified copies of the priority documents have been received in this National Stage
              application from the International Bureau (PCT Rule 17.2(a)).

      * See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1)☒ Notice of References Cited (PTO-892)   4)☐ Interview Summary (PTO-413)
2)☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)   Paper No(s)/Mail Date. _____
3)☒ Information Disclosure Statement(s) (PTO/SB/08)   5)☐ Notice of Informal Patent Application
      Paper No(s)/Mail Date _12/3/2001_.   6)☐ Other: _____

DETAILED ACTION

1.   Claims 1-158 remained pending.

Claim Rejections - 35 USC § 103

2.   The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all

obviousness rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed or described as set
> forth in section 102 of this title, if the differences between the subject matter sought to be patented and
> the prior art are such that the subject matter as a whole would have been obvious at the time the
> invention was made to a person having ordinary skill in the art to which said subject matter pertains.
> Patentability shall not be negatived by the manner in which the invention was made.

3.   Claims 1-158, are rejected under 35 U.S.C. 103(a) as being unpatentable over

Shaw et al (Hereinafter Shaw U.S Pub: 2003/0004859) in view Wellman U.S Patent 6,

952, 682.

        As per claims 1, Shaw discloses a computer system for automated negotiation for

procurement of an item using computers that communicate over a distributed network, the

system comprising:

a buyer's intelligent negotiation agent for sending and receiving information regarding at least

one selected item to and from a plurality of sellers' intelligent negotiation agents, said selected

item being one of a group of individual product items and individual service items (see column 4

para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158)

said at least one of a plurality of sellers' intelligent negotiation agents, each of the seller's

intelligent negotiation agents executed by a computer system, for sending and receiving

information over a distributed network regarding said selected item to and from said buyer's

intelligent negotiation agent(see column 4 para 0051 and column 5 para 0073, 0080 and column

8 para 0142 and column 9 para 0158), wherein, when said buyer's intelligent negotiation agent

receives a response to a buyer's initial query regarding said selected item from at least one of said

plurality of sellers' intelligent negotiation agents, said buyer's intelligent negotiation agent

engages in a negotiation with each of said plurality of sellers' intelligent negotiation agents for

of said selected item. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

Shaw fail to explicitly teach procurement.

However Wellman discloses a buyer and/or a seller may wish to negotiate non-price attributes of the good or service, particularly in business-to-business transactions. The price of the good or service may be dependent at least in part upon these non-price attributes. Such multi-attribute negotiation or auction may be particularly useful and beneficial in, for example, procurement transactions. Further, such multi-attribute or multidimensional negotiation or auction may be among multiple sellers and multiple buyers. However, conventional online auction mechanisms do not provide for collection of multi-attribute bids from buyers and sellers nor do they provide for optimal clearing of such multi-attribute buyer and seller bids.(Note abstract and see column see column 12 lines 46-67 and column 13 lines 1-67 and column 14-16 lines 1-67).

Therefore it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the teachings of Shaw to include procurement taught by Wellman in order to manage procurement between buyers and sellers.

As per claims 2, Shaw discloses wherein: said item comprises a preset bundle of items. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 3, Shaw discloses wherein said buyer's initial query comprises a request for bids to sell said selected item. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 4, Shaw discloses wherein said response comprises a bid to sell said selected item. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 5, Shaw discloses wherein: said response comprises a bid to sell said selected item, said bid comprising a set of seller's specifications, and said negotiation comprises said buyer's intelligent negotiation agent comparing each of said seller's specifications against a set of buyer's specifications, and selecting an optimal set of new buyer's specifications in view of a preprogrammed buyer strategy. (see column 4 para 0051 and column 5 para 0073,

0080 and column 8 para 0142 and column 9 para 0158).

As per claims 6, Shaw discloses wherein: said preprogrammed buyer strategy comprises price minimization. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 7, Shaw discloses wherein: said preprogrammed buyer strategy comprises long-term relationship preservation. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 8, Shaw discloses wherein: said preprogrammed buyer strategy comprises matching of interests with said seller. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 9, Shaw discloses wherein: said preprogrammed buyer strategy comprises position justification and argumentation. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 10, Shaw discloses wherein: said preprogrammed buyer strategy comprises a deterrence approach. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 11, Shaw discloses wherein: said preprogrammed buyer strategy comprises anticipation of said seller's position. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 12, Shaw discloses wherein: said initial query comprises a set of buyer specifications for said selected item, and said response to said initial query comprises a set of seller's specifications for said selected item, wherein said negotiation comprises said buyer's intelligent negotiation agent developing a new set of buyer specifications responsive said seller's specifications for transmission to said one of said sellers' intelligent negotiation agents. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 13, Shaw discloses wherein: said negotiation comprises said one sellers' intelligent negotiation agent developing a new set of seller's specifications responsive to said new set of buyer's specifications for transmission to said buyer's intelligent negotiation agent. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9

para 0158).

As per claims 14, Shaw discloses wherein: said developing said new set of seller's specifications comprises comparing each of said new set of buyer's specifications against a set of seller's specifications, and selecting an optimal set of new seller's specifications in view of a preprogrammed seller strategy. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 15, Shaw discloses wherein said preprogrammed seller strategy comprises price maximization. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 16, Shaw discloses wherein said preprogrammed seller strategy comprises long-term relationship preservation. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 17, Shaw discloses wherein said preprogrammed seller strategy comprises matching of interests with said buyer. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 18, Shaw discloses wherein: said preprogrammed seller strategy comprises position justification and argumentation. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 19, Shaw discloses wherein said preprogrammed seller strategy comprises a deterrence approach. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 20, Shaw discloses wherein said preprogrammed seller strategy comprises anticipation of said buyer's next position. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 21, Shaw discloses wherein said buyer's intelligent negotiation agent receives a constantly changing stream of information from a plurality of market databases, and said buyer's intelligent negotiation agent evolves in response to said stream of information for seeking an optimal match for each specification of said set of buyer's specifications in said bids from said sellers' intelligent negotiation agents. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 22, Shaw discloses wherein: second-order rules specify limits for said new set of buyer's specifications as said buyer's intelligent negotiation agent evolves. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 23, Shaw discloses wherein: said negotiation comprises said buyer's intelligent negotiation agent transmitting an acceptance of the bid from one of said sellers' intelligent negotiation agents. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 24, Shaw discloses further comprising an intelligent transaction agent in communication with said buyer's intelligent negotiation agent, said intelligent transaction agent for autonomously clearing transaction terms to complete a transaction for procurement of said selected item responsive to said acceptance of said bid. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 25, Shaw discloses wherein said negotiation comprises said buyer's intelligent negotiation agent transmitting a counter-offer to at least one of said sellers' intelligent negotiation agents responsive to said bid. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 26, Shaw discloses wherein said counter-offer comprises a set of buyer's item specifications. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 27, Shaw discloses wherein said buyer's intelligent negotiation agent receives said bid from at least' eight of said sellers' intelligent negotiation agents, and said buyer's intelligent negotiation agent selects only four of said sellers' intelligent negotiation agents with which to continue said negotiation. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 28, Shaw discloses wherein: said buyer's intelligent negotiation agent receives said bid from at least four of said sellers' intelligent negotiation agents, and said buyer's intelligent negotiation agent selects only two of said sellers' intelligent negotiation agents with which to continue said negotiation. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 29, Shaw discloses wherein: said buyer's intelligent negotiation agent selects

one of said two of said sellers' intelligent negotiation agents with which to continue said
negotiation. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and
column 9 para 0158).

As per claims 30, Shaw discloses wherein: said buyer's intelligent negotiation agent selects
only one of said sellers' intelligent negotiation agents with which to continue said negotiation.
(see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9
para 0158).

As per claims 31, Shaw discloses 31wherein: said bid comprises a set of seller's item
specifications. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142
and column 9 para 0158).

As per claims 32, Shaw discloses further comprising: an intelligent transaction agent for
autonomously verifying said set of seller's item specifications. (see column 4 para 0051 and
column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 33, Shaw discloses further comprising: a set of buyer's item specifications,
and a set of seller's item specifications, wherein said negotiation
comprises said buyer's intelligent negotiation agent seeking an optimal match from said sellers'
intelligent negotiation agents for each of said set of buyer's item specifications, and said
negotiation further comprises said sellers' intelligent negotiation agents seeking an optimal match
from said buyer's intelligent negotiation agent for each of said set of seller's item specifications.
(see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9
para 0158).

As per claims 34, Shaw discloses further comprising: an intelligent transaction agent in
communication with at least one of said buyer's intelligent negotiation agent and said sellers'
intelligent negotiation agents, said intelligent transaction agent for autonomously clearing
transaction terms to complete a transaction for procurement of said selected item. (see column 4
para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 35, Shaw discloses wherein: said intelligent transaction agent is in
communication with said buyer's intelligent negotiation agent. (see column 4 para 0051 and
column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 36, Shaw discloses wherein said intelligent transaction agent is in communication with one of said seller's intelligent negotiation agents. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 37, Shaw discloses wherein said buyer's intelligent negotiation agent includes a preprogrammed set of buyer's specifications, said buyer's intelligent negotiation agent receives a constantly changing stream of information from a plurality of market databases, and said buyer's intelligent negotiation agent evolves in response to said stream of information for seeking an optimal match for each specification of said set of buyer's specifications in said bids from said sellers' intelligent negotiation agents. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 38, Shaw discloses wherein said response comprises a bid to sell said selected item, said bid comprising a set of seller's specifications, and said buyer's intelligent negotiation agent compares each of said seller's specifications against a set of buyer's specifications, and selects an optimal set of new buyer's specifications in view of a preprogrammed buyer strategy. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 39, Shaw discloses wherein said buyer's specifications include item specifications for said selected item. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 40, Shaw discloses wherein: said buyer's specifications include transaction specifications for a transaction for procurement of said selected item.

As per claims 41, Shaw discloses wherein: said buyer's intelligent negotiation agent selects one of a plurality of evolutionary computation resources to perform said negotiation. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 42, Shaw discloses 42 wherein said plurality of evolutionary computation resources comprises genetic algorithms. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 43, Shaw discloses wherein: said plurality of evolutionary computation resources comprises genetic programming. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 44, Shaw discloses wherein said plurality of evolutionary computation resources comprises neural networks. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 45, Shaw discloses wherein said buyer's intelligent negotiation agent selects one of said plurality of evolutionary computation resources for optimal computation of said match for each specification of said set of buyer's specifications in said bids from said sellers' intelligent negotiation agents. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 46, Shaw discloses wherein said buyer's intelligent negotiation agent compares each of a set of seller's specifications against said set of buyer's specifications, and selects an optimal set of new buyer's specifications in view of a preprogrammed buyer strategy. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 47, Shaw discloses wherein said seller's intelligent negotiation agent includes a preprogrammed set of seller's specifications, said seller's intelligent negotiation agent receives a constantly changing stream of information from a plurality of market databases, and said seller's intelligent negotiation agent evolves in response to said stream of information for seeking an optimal match from said buyer's intelligent negotiation agents for each of said set of seller's specifications. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 48, Shaw discloses wherein: second-order rules specify limits for said new set of seller's specifications as said seller's intelligent negotiation agent evolves. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 49, Shaw discloses wherein said seller's intelligent negotiation agent compares each of said buyer's specifications against a set of seller's specifications, and selects an optimal set of new seller's specifications in view of a preprogrammed buyer strategy. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 50, Shaw discloses wherein said seller's specifications include item specifications for said selected item. (see column 4 para 0051 and column 5 para 0073, 0080 and

column 8 para 0142 and column 9 para 0158).

As per claims 51, Shaw discloses wherein said seller's specifications include transaction specifications for a transaction for procurement by a buyer of said selected item. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 52, Shaw discloses wherein: said seller's intelligent negotiation agent selects one of a plurality of evolutionary computation resources to perform said negotiation. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 53, Shaw discloses wherein said plurality of evolutionary computation resources comprises genetic algorithms. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 54, Shaw discloses wherein said plurality of evolutionary computation resources comprises genetic programming. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 55, Shaw discloses wherein said plurality of evolutionary computation resources comprises neural networks. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 56, Shaw discloses wherein said seller's intelligent negotiation agent selects one of said plurality of evolutionary computation resources for optimal computation of said match for each specification of said set of seller's specifications. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 57, Shaw discloses wherein said bid comprises a discounted price for said selected item. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 58, Shaw discloses wherein: said bid comprises an option to upgrade features of said selected item. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 59, Shaw discloses wherein said bid comprises an option to include additional services related to said selected item. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 60, Shaw discloses wherein said bid comprises a quantity price discount for

said selected item. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 61, Shaw discloses wherein said bid comprises financing for procurement of said selected item. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 62, Shaw discloses wherein said bid comprises warranties. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 63, Shaw discloses wherein: said bid comprises insurance. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 64, Shaw discloses wherein said bid comprises a proximity marketing discount. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 65, Shaw discloses wherein: said bid comprises a yield management promotion. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 66, Shaw discloses 66 wherein said bid comprises ,a technology decay promotion. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 67, Shaw discloses wherein: said bid comprises at least one contract contingency authorizing a seller to pay a buyer a penalty if said seller elects to sell said selected item to another buyer. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 68, Shaw discloses wherein: said buyer's intelligent negotiation agent transmits its executable code to a said buyer's intelligent negotiation agent transmits its executable code to a remote location of one. of said plurality of sellers' intelligent negotiation agents to engage in said negotiation with said sellers' intelligent negotiation agent. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 69, Shaw discloses wherein: said seller's intelligent negotiation agent transmits its executable code to a remote location of said buyer's intelligent negotiation agent to engage in said negotiation with said buyer's intelligent negotiation agent. (see column 4 para

0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 70, Shaw discloses further comprising: an analytical agent in communication with said buyer's intelligent negotiation agent for providing to said buyer's intelligent negotiation agent a report on market data related to said selected item. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 71, Shaw discloses the computer system for automated negotiation for an item procurement of claim 1, further comprising:
a plurality of buyer's micro-negotiation agents, each said buyer's micro- negotiation agent launched by said buyer's intelligent negotiation agent, executed by a computer system, each said buyer's micro-negotiation agent in communication with one of said at least two of said plurality of seller's intelligent negotiation agents, over a distributed network, such that, when said buyer's intelligent negotiation agent receives said bid from said at least two of said plurality of seller's intelligent negotiation agents, said buyer's intelligent negotiation agent launches said micro-agents. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 72, Shaw discloses wherein each said buyer's micro-negotiation agent is mobile for self- transmission to a location of one of said seller's intelligent negotiation agents for engaging therewith in said negotiation. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 73, Shaw discloses further comprising: when said buyer's intelligent negotiation agent receives said bid from said at least two of said plurality of sellers' intelligent negotiation agents, said buyer's intelligent negotiation agent transmits a set of minimally acceptable buyer's negotiation rules for a negotiation for procurement of said selected item to said at least two of plurality of sellers' intelligent negotiation agents, and said at least two of said plurality of sellers' intelligent negotiation agents transmits to said buyer's intelligent negotiation agent a set of seller's minimally acceptable seller's negotiation rules for said negotiation. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 74, Shaw discloses wherein said buyer's intelligent negotiation agent and said sellers' intelligent negotiation agents agree to a server location for engaging in said negotiation.

(see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 75, Shaw discloses wherein said buyer's intelligent negotiation agent and said sellers intelligent negotiation agents agree to a programming language for engaging in said negotiation. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 76, Shaw discloses wherein: said buyer's intelligent negotiation agent and said sellers' intelligent negotiation agents agree to security protocols for engaging in said negotiation. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 77, Shaw discloses wherein: said buyer's intelligent negotiation agent and said sellers' intelligent negotiation agents agree to encryption protocols for engaging in said negotiation. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 78, Shaw discloses wherein: at least four of said at least two of said plurality of sellers' intelligent agents transmits to said buyer's intelligent negotiation agent said a set of seller's minimally acceptable seller's negotiation rules. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 79, Shaw discloses wherein: said buyer's intelligent negotiation agent eliminates all but two of said plurality of sellers' intelligent agents for further negotiations. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 80, Shaw discloses wherein: said buyer's intelligent agent eliminates all but one of said plurality of sellers' intelligent negotiation agents for further negotiations. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 81, Shaw discloses wherein said buyer's intelligent negotiation agent and one of said plurality of sellers' intelligent negotiation agents enter into an agreement binding upon a buyer and a seller for procurement of said selected item. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 82, Shaw discloses a system for automated closing of procurement

transactions using a computer that communicates over a network, the system comprising:

an intelligent negotiation agent for autonomously negotiating item specifications for procurement of a selected item from a list of items, executed by a computer system, said list of items comprising individual product items and service items(see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158) and an intelligent transaction agent executed by a computer system in communication with said intelligent negotiation agent over the distributed network, said intelligent transaction agent for autonomously clearing closing terms to complete a transaction for said selected item. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

Shaw fail to explicitly teach procurement.

However Wellman discloses a buyer and/or a seller may wish to negotiate non-price attributes of the good or service, particularly in business-to-business transactions. The price of the good or service may be dependent at least in part upon these non-price attributes. Such multi-attribute negotiation or auction may be particularly useful and beneficial in, for example, procurement transactions. Further, such multi-attribute or multidimensional negotiation or auction may be among multiple sellers and multiple buyers. However, conventional online auction mechanisms do not provide for collection of multi-attribute bids from buyers and sellers nor do they provide for optimal clearing of such multi-attribute buyer and seller bids.(Note abstract and see column see column 12 lines 46-67 and column 13 lines 1-67 and column 14-16 lines 1-67).

Therefore it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the teachings of Shaw to include procurement taught by Wellman in order to manage procurement between buyers and sellers.

As per claims 83, Shaw discloses further comprising: a plurality of artificial intelligence program resources, said suite of artificial intelligence resources accessible by said intelligent analytical agent, and wherein said analytical agent selects one of said plurality of artificial intelligence resources for optimal performance of a pre-identified computation. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 84, Shaw discloses wherein: said suite of artificial intelligence program resources comprises genetic programming. (see column 4 para 0051 and column 5 para 0073,

0080 and column 8 para 0142 and column 9 para 0158).

As per claims 85, Shaw discloses wherein said suite of artificial intelligence program resources comprises genetic algorithms. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 86, Shaw discloses wherein said suite of artificial intelligence program resources comprises neural networks. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 87, Shaw discloses further comprising:

at least one intelligent analytical agent executed by a computer system for mining data related to select item from at least one of a plurality of market data bases, said analytical agent further for generating a subset of data that most closely meets a goal, and said analytical agent in communication with said intelligent transaction agent, wherein when said intelligent transaction agent receives data from said analytical agent via the network, said intelligent transaction agent clears said transaction terms. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 88, Shaw discloses further comprising: said intelligent negotiation agent for providing transaction support services. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 89, Shaw discloses wherein said analytical agent performs a super score analysis, said analysis including a weight ranking of each of a plurality of factors. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 90, Shaw discloses wherein: said analytical agent performs an economic analysis, said analysis including a weight ranking of each of a plurality of factors. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 91, Shaw discloses wherein: said analytical agent performs an accountability index analysis, said analysis including a weight ranking of each of a plurality of factors. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 92, Shaw discloses wherein said analytical agent performs a promotion availability analysis, said analysis including a weight ranking of each of a plurality of factors.

(see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 93, Shaw discloses wherein said analytical agent performs a financial analysis, said analysis including a weight ranking of each of a plurality of factors. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 94, Shaw discloses wherein said analytical agent performs an aggregation availability analysis, said analysis including a weight ranking of each of a plurality of factors. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 95, Shaw discloses wherein said analytical agent performs an insurance availability analysis, said analysis including a weight ranking of each of a plurality of factors. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 96, Shaw discloses wherein said analytical agent performs a financial risk management analysis, said analysis including a weight ranking of each of a plurality of factors. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 97, Shaw discloses wherein said analytical agent performs an arbitrage opportunity analysis, said analysis including a weight ranking of each of a plurality of factors. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 98, Shaw discloses wherein said analytical agent performs a risk management option availability analysis, said analysis including a weight ranking of each of a plurality of factors. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 99, Shaw discloses a system for automated closing of procurement transactions using a computer that communicates over a network, the system comprising:
at least one buyer's intelligent transaction agent, and at least one seller's intelligent transaction agent in communication with said at least one buyer's intelligent transaction agent, said agents communicating over the network, said buyer's intelligent transaction agent and said seller's

intelligent transaction agent executed by a computer system for coordinating clearance of transaction terms to close a transaction for a of a selected product or service item. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

Shaw fail to explicitly teach procurement.

However Wellman discloses a buyer and/or a seller may wish to negotiate non-price attributes of the good or service, particularly in business-to-business transactions. The price of the good or service may be dependent at least in part upon these non-price attributes. Such multi-attribute negotiation or auction may be particularly useful and beneficial in, for example, procurement transactions. Further, such multi-attribute or multidimensional negotiation or auction may be among multiple sellers and multiple buyers. However, conventional online auction mechanisms do not provide for collection of multi-attribute bids from buyers and sellers nor do they provide for optimal clearing of such multi-attribute buyer and seller bids.(Note abstract and see column see column 12 lines 46-67 and column 13 lines 1-67 and column 14-16 lines 1-67).

Therefore it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the teachings of Shaw to include procurement taught by Wellman in order to manage procurement between buyers and sellers.

As per claims 100, Shaw discloses a computer system for automated procurement that communicates over a distributed network, the system comprising:
one or more memories for storing a list of individual product items and
individual service items, an intelligent commercial search agent in communication with said one or more memories, executed by a computer system(see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158)
 and one or more seller showcase databases in communication with said commercial search agent via the network said one or more seller showcase databases receiving market data from at least one of a plurality of market databases executed by a computer system(see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158) each said one or more seller showcase databases updated responsive to a change in said market data, wherein, when one or more of said seller showcase databases receives from said commercial search agent a request to receive bids to sell a selected item specified from said list, said one or

more seller showcase databases submits that bid to said commercial search agent. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 101, Shaw discloses wherein said one or more seller showcase databases select one of a plurality of evolutionary computing resources to evaluate said market data. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 102, Shaw discloses wherein said one of a plurality of evolutionary computing resources comprises genetic algorithms. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 103, Shaw discloses wherein said one of a plurality of evolutionary computing resources comprises genetic programming. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 104, Shaw discloses wherein said one of a plurality of evolutionary computing resources comprises neural networks. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 105, Shaw discloses wherein said intelligent commercial search agent selects one of a plurality of evolutionary computing resources to evaluate each bid from said one or more seller showcase databases. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 106, Shaw discloses wherein\: said one of a plurality of evolutionary computing resources comprises genetic algorithms. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 107, Shaw discloses wherein said one of a plurality of evolutionary computing resources comprises genetic programming. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 108, Shaw discloses wherein said one of a plurality of evolutionary computing resources comprises neural networks. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 109, Shaw discloses wherein said intelligent commercial search agent selects two of said bids for a negotiation. (see column 4 para 0051 and column 5 para 0073, 0080 and

column 8 para 0142 and column 9 para 0158).

As per claims 110, Shaw discloses a system for automated negotiation for offering an item for procurement using a computer that communicates over a distributed network, the system comprising:
a sellers' intelligent negotiation agent for sending and receiving information regarding at least one selected item to and from a plurality of buyer's intelligent negotiation agents, executed by a computer system(see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158) said selected item being one of a group of individual product items and individual service items, and said plurality of buyer's intelligent negotiation agents for sending and receiving information regarding said selected item to and from said sellers' intelligent negotiation agents executed by a computer system, wherein, when said sellers' intelligent negotiation agent sends a request for bids to buy said selected item to said plurality of buyer's intelligent negotiation agents over the network, said plurality of buyer's intelligent negotiation agents engages in a negotiation with said sellers' intelligent negotiation agent for of said selected item. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).
Shaw fail to explicitly teach procurement.

However Wellman discloses a buyer and/or a seller may wish to negotiate non-price attributes of the good or service, particularly in business-to-business transactions. The price of the good or service may be dependent at least in part upon these non-price attributes. Such multi-attribute negotiation or auction may be particularly useful and beneficial in, for example, procurement transactions. Further, such multi-attribute or multidimensional negotiation or auction may be among multiple sellers and multiple buyers. However, conventional online auction mechanisms do not provide for collection of multi-attribute bids from buyers and sellers nor do they provide for optimal clearing of such multi-attribute buyer and seller bids.(Note abstract and see column see column 12 lines 46-67 and column 13 lines 1-67 and column 14-16 lines 1-67).
Therefore it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the teachings of Shaw to include procurement taught by Wellman in order to manage procurement between buyers and sellers.

As per claims 111, Shaw discloses wherein: said sellers' intelligent negotiation agent accepts a bid from one of said buyer's intelligent negotiation agent to buy said selected item. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 112, Shaw discloses a method for automated negotiation for procurement of an item using computers that communicate over a distributed network, the method comprising: sending via the network to a buyer's intelligent negotiation agent a response to a buyer's initial query regarding a selected item executed by a computer system, said selected item being one of a group of individual product items and individual service items(see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158) receiving said response from at least one of a plurality of said seller's intelligent negotiation agents executed by a computer system, and engaging in a negotiation over the network between said buyer's intelligent negotiation agent and each of said plurality of seller's intelligent negotiation agents for said selected item. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

Shaw fail to explicitly teach procurement.

However Wellman discloses a buyer and/or a seller may wish to negotiate non-price attributes of the good or service, particularly in business-to-business transactions. The price of the good or service may be dependent at least in part upon these non-price attributes. Such multi-attribute negotiation or auction may be particularly useful and beneficial in, for example, procurement transactions. Further, such multi-attribute or multidimensional negotiation or auction may be among multiple sellers and multiple buyers. However, conventional online auction mechanisms do not provide for collection of multi-attribute bids from buyers and sellers nor do they provide for optimal clearing of such multi-attribute buyer and seller bids.(Note abstract and see column see column 12 lines 46-67 and column 13 lines 1-67 and column 14-16 lines 1-67).

Therefore it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the teachings of Shaw to include procurement taught by Wellman in order to manage procurement between buyers and sellers.

As per claims 113, Shaw discloses wherein said buyer's initial query comprises a request for bids to sell said selected item with intelligent negotiation agent for procurement of said

selected item. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 114, Shaw discloses wherein said response comprises a bid to sell said selected item, said bid having a set of seller's specifications, and said negotiation further comprises comparing each of said seller's specifications against a set of buyer's specifications, selecting an optimal new set of buyer's specifications in view of a preprogrammed buyer strategy, and transmitting said new set of buyer's specifications to at least one of said sellers' intelligent negotiation agents. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 115, Shaw discloses wherein said initial query comprises a set of buyer's specifications for said selected item, said response to said query comprises a set of seller's specifications for said selected item, said negotiation further comprises developing a new set of buyer specifications responsive to said seller's specifications, and transmitting said new set of buyers specifications to said one of said sellers' intelligent negotiation agents. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 116, Shaw discloses wherein said negotiation further comprises comparing said new set of buyer's specifications against a set of seller's specifications, selecting an optimal set of new seller's specifications in view of a preprogrammed seller strategy, and transmitting said new set of seller's specifications to said buyer's intelligent negotiation agent. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 117, Shaw discloses further comprising: receiving a constantly changing stream of information from a plurality of market databases, and said buyer's intelligent negotiation agent seeking an optimal match for each specification of said set of buyer's specifications in said bids from said sellers' intelligent negotiation agents. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 118, Shaw discloses further comprising: transmitting a buyer's intelligent negotiation agent's acceptance of the bid from one of said sellers' intelligent negotiation agents to that one seller's intelligent negotiation agent. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 119 Shaw discloses further comprising: providing an intelligent transaction

agent in communication with said buyer's intelligent negotiation agent, transmitting transaction terms to said intelligent transaction agent, and autonomously clearing said transaction terms to complete a transaction for procurement of said selected item responsive to said acceptance of said bid. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 120, Shaw discloses further comprising: transmitting a counter- offer from said buyer's intelligent negotiation agent to at least one of said sellers' intelligent negotiation agents said counter-offer responsive to said bid. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 121, Shaw discloses, further comprising: receiving a bid from at least eight of said sellers1 intelligent negotiation agents, and selecting only four of said sellers' intelligent negotiation agents for buyer's intelligent negotiation agent to continue said negotiation. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 122, Shaw discloses further comprising: receiving a bid from at least four of said sellers' intelligent negotiation agents, and selecting only two of said sellers' intelligent negotiation agents for buyer's intelligent negotiation agent to continue said negotiation. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 123, Shaw discloses further comprising: selecting one of said two of said sellers' intelligent negotiation agents for said buyer's intelligent negotiation agent to continue said negotiation. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 124, Shaw discloses 124 further comprising: said buyer's intelligent negotiation agent seeking an optimal match from said seller's intelligent negotiation agents for each specification of a set of buyer's item specifications, and said seller's intelligent negotiation agents each seeking an optimal match from said buyer's intelligent negotiation agent, for each specification a set of seller's item specifications. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 125, Shaw discloses further comprising: receiving a constantly changing

stream of information from a plurality of market databases, and seeking an optimal match for each specification of a preprogrammed set of buyer's specifications in said bids from said sellers' intelligent negotiation agents. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 126, Shaw discloses further comprising: selecting one of a plurality of evolutionary computation resources to seek said optimal match. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 127, Shaw discloses further comprising: receiving a constantly changing stream of information from a plurality of market databases, seeking an optimal match from said buyer's intelligent negotiation agents for each specification of a preprogrammed set of seller's specifications. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 128, Shaw discloses further comprising: selecting one of a plurality of evolutionary computation resources to seek said optimal match. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 129, Shaw discloses further comprising: transmitting a programming code of said buyer's intelligent negotiation agent to a remote location of one of said plurality of seller's intelligent negotiation agents for further engaging in said negotiation at said location with said seller's intelligent negotiation agent. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 130, Shaw discloses further comprising: receiving from an analytical agent a report on market data related to said selected item. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 131, Shaw discloses further comprising: receiving said bid from at least two of said plurality of sellers' intelligent negotiation agents, transmitting to said seller's intelligent negotiation agents a set of minimally acceptable buyer's rules for a negotiation between said seller's intelligent negotiation agents and said buyer's intelligent negotiation agent for procurement of said selected item, and receiving from each of at least two of said plurality of sellers' intelligent negotiation agents a set of seller's minimally acceptable seller's negotiation rules for said negotiation. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8

para 0142 and column 9 para 0158).

As per claims 132, Shaw discloses further comprising: entering into an agreement between said buyer's intelligent negotiation agent and one of said plurality
of said seller's intelligent negotiation agents binding upon a buyer and a seller for procurement of said selected item. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 133, Shaw discloses a method for automated closing of procurement transactions using computers that communicate over a network, the method comprising: negotiating item specifications autonomously via the network for a selected item, executed by a computer system, said selected item one of a group of individual product items and individual service items, and autonomously clearing closing terms to complete a transaction for said selected item via the network. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

However Wellman discloses a buyer and/or a seller may wish to negotiate non-price attributes of the good or service, particularly in business-to-business transactions. The price of the good or service may be dependent at least in part upon these non-price attributes. Such multi-attribute negotiation or auction may be particularly useful and beneficial in, for example, procurement transactions. Further, such multi-attribute or multidimensional negotiation or auction may be among multiple sellers and multiple buyers. However, conventional online auction mechanisms do not provide for collection of multi-attribute bids from buyers and sellers nor do they provide for optimal clearing of such multi-attribute buyer and seller bids.(Note abstract and see column see column 12 lines 46-67 and column 13 lines 1-67 and column 14-16 lines 1-67).
Therefore it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the teachings of Shaw to include procurement taught by Wellman in order to manage procurement between buyers and sellers.

As per claims 134, Shaw discloses 134. (Original) The method of claim 133, further comprising: selecting one of a plurality of evolutionary computation resources for said clearing closing terms. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 135, Shaw discloses further comprising: instructing an intelligent analytical

agent to mine data related to said selected item from at least one of a plurality of market data bases, autonomously generating a subset of data that best satisfies a preprogrammed goal, transmitting said subset of data to an intelligent transaction agent, and intelligent transaction agent autonomously clearing said transaction terms. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 136, Shaw discloses a method for automated procurement of an item using computers that communicate over a distributed network, the method comprising:
storing a list of individual product items and individual service items, receiving
market data from a plurality of market data bases via the network, transmitting said market data to a remote node in a distributed network(see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158)
 updating said showcase databases responsive to a change in said market data, executed by a computer system, receiving from an intelligent commercial search agent a request to receive bids to sell a selected specified from said list, and submitting that bid to commercial search agent. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 137, Shaw discloses a system for automated arbitrage using computers that communicate over a distributed network, the system comprising:
a plurality of sellers' intelligent negotiation agents, at least one buyer's intelligent negotiation agents(see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158) a dynamic intelligent negotiation agent in communication with said plurality of sellers' intelligent negotiation agents and in communication with said at least one buyer's intelligent negotiation agent, via the network, said dynamic negotiation agent having a buyer mode and a seller mode, each said sellers' intelligent negotiation agent having an authority from an associated seller to sell at least one item needed to fulfill a procurement interest of said buyer's intelligent negotiation agent(see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158) wherein, when each of said sellers' intelligent negotiation agents receives a request from said dynamic intelligent negotiation agent in said buyer mode for a bid to sell one of said items, executed by a computer system, each of said sellers' intelligent negotiation agent submits that bid to said dynamic intelligent negotiation

agent, and wherein, when said dynamic intelligent negotiation agent in said buyer mode
determines to accept said bid from said sellers' intelligent negotiation agent, said dynamic agent
in said seller mode submits a bid to sell that item to said buyer's intelligent negotiation agent.
(see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9
para 0158).

As per claims 138, Shaw discloses wherein said buyer's intelligent negotiation agent
submits an acceptance of said bid to sell that item to said dynamic intelligent negotiation agent.
(see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9
para 0158).

As per claims 139, Shaw discloses wherein said dynamic intelligent negotiation agent
accepts said bid to sell one ,of said items from said sellers' intelligent negotiation agent. (see
column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para
0158).

As per claims 140, Shaw discloses further comprising: a buyer associated with said buyer's
intelligent negotiation agent, said sellers' intelligent negotiation agent instructs said associated
seller to ship said item directly to said buyer. (see column 4 para 0051 and column 5 para 0073,
0080 and column 8 para 0142 and column 9 para 0158).

As per claims 114, Shaw discloses wherein said dynamic intelligent negotiation agent
transmits its executable code to a remote location of at least one of said sellers' intelligent
negotiation agents and said buyer's intelligent negotiation agent for mobility. (see column 4 para
0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 142, Shaw discloses wherein said bid to said dynamic intelligent negotiation
agent from said sellers' intelligent negotiation agent includes at least one contract contingency
authorizing said seller to pay said dynamic intelligent negotiation agent a penalty if said seller
elects to sell said selected item to another than said dynamic intelligent negotiation agent. (see
column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para
0158).

As per claims 143, Shaw discloses wherein said bid to said buyer's intelligent negotiation
agent by said dynamic intelligent negotiation agent includes at least one contract contingency

authorizing said dynamic intelligent negotiation agent to pay said buyer's intelligent negotiation agent a penalty if said seller elects to sell said selected item to another than said dynamic intelligent negotiation agent. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 144, Shaw discloses wherein: said dynamic intelligent negotiation agent selects one of a plurality of evolutionary computation resources to send and receive messages to and from said plurality of seller's intelligent negotiation agents and said at least one buyer's intelligent negotiation agents. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 145, Shaw discloses wherein said plurality of evolutionary computation resources comprises genetic algorithms. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 146, Shaw discloses wherein said plurality of evolutionary computation resources comprises genetic programming. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 147, Shaw discloses wherein said plurality of evolutionary computation resources comprises neural networks. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 148, Shaw discloses wherein said dynamic intelligent negotiation agent in said buyer's mode selects one of said plurality of evolutionary computation resources for optimal computation of a match in said bids from said sellers' intelligent negotiation agents for each specification of a set of buyer's specifications for said at least one of a plurality of bundles. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 149, Shaw discloses a method for automated arbitrage using computers that communicate over a distributed network, the method comprising:
transmitting to each of a plurality of sellers' intelligent negotiation agents a request for a bid to sell at least one item needed to fulfill a procurement interest of a buyer's (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158) intelligent negotiation agent, receiving from said seller's intelligent negotiation agent that bid, and

transmitting to said buyer's intelligent negotiation agent a bid to sell that item. (see column 4
para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

Shaw fail to explicitly teach procurement.

However Wellman discloses a buyer and/or a seller may wish to negotiate non-price
attributes of the good or service, particularly in business-to-business transactions. The price of
the good or service may be dependent at least in part upon these non-price attributes. Such multi-
attribute negotiation or auction may be particularly useful and beneficial in, for example,
procurement transactions. Further, such multi-attribute or multidimensional negotiation or
auction may be among multiple sellers and multiple buyers. However, conventional online
auction mechanisms do not provide for collection of multi-attribute bids from buyers and sellers
nor do they provide for optimal clearing of such multi-attribute buyer and seller bids.(Note
abstract and see column see column 12 lines 46-67 and column 13 lines 1-67 and column 14-
16 lines 1-67).

Therefore it would have been obvious to one of ordinary skill in the art at the time the invention
was made to modify the teachings of Shaw to include procurement taught by Wellman in order
to manage procurement between buyers and sellers.

As per claims 150, Shaw discloses further comprising: receiving from said buyer's
intelligent negotiation agent an acceptance of said bid to sell that item. (see column 4 para 0051
and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 151, Shaw discloses further comprising: accepting said bid from said seller's
intelligent negotiation agent to sell said at least one item. (see column 4 para 0051 and column 5
para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 152, Shaw discloses further comprising: shipping said item directly from a
seller associated with said seller's intelligent negotiation agent to a buyer associated with said
buyer's intelligent negotiation agent. (see column 4 para 0051 and column 5 para 0073, 0080 and
column 8 para 0142 and column 9 para 0158).

As per claims 153, Shaw discloses wherein said bid from said sellers' intelligent negotiation
agent includes at least one contract contingency authorizing a seller associated with said seller's
intelligent negotiation agent to pay a penalty if said seller elects to sell said selected item to
another buyer. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142

and column 9 para 0158).

As per claims 154, Shaw discloses wherein said bid to said buyer's intelligent negotiation agent includes at least one contract contingency authorizing payment of a penalty to said buyer's intelligent negotiation agent if said seller elects to sell said selected item to another buyer. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 155, Shaw discloses further comprising: selecting one of a plurality of evolutionary computation resources to send and receive messages to and from said plurality of seller's intelligent negotiation agents and said at least one buyer's intelligent negotiation agents. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 156, Shaw discloses wherein a seller associated with said seller's intelligent negotiation agent ships said item directly to a buyer associated with said buyer's intelligent negotiation agent. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

As per claims 157, Shaw discloses a computer program product comprising a machine readable storage medium on which is provided program instructions for performing a method for an item using computers that communicate over a distributed network, the program instructions comprising:

program code executed by a computer system for sending to a buyer's intelligent negotiation agent a response to a buyer's initial query regarding a selected item via the network, (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158) program code executed by a computer system for said selected item being one of a group of individual product items and individual service items, program code executed by a computer system for receiving said response from at least one of a plurality of said seller's intelligent negotiation agents, and program code executed by a computer system for engaging in a negotiation via the network between said buyer's intelligent negotiation agent and each of said plurality of seller's intelligent negotiation agents for said selected item. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

Shaw fail to explicitly teach procurement.

However Wellman discloses a buyer and/or a seller may wish to negotiate non-price attributes of the good or service, particularly in business-to-business transactions. The price of the good or service may be dependent at least in part upon these non-price attributes. Such multi-attribute negotiation or auction may be particularly useful and beneficial in, for example, procurement transactions. Further, such multi-attribute or multidimensional negotiation or auction may be among multiple sellers and multiple buyers. However, conventional online auction mechanisms do not provide for collection of multi-attribute bids from buyers and sellers nor do they provide for optimal clearing of such multi-attribute buyer and seller bids.(Note abstract and see column see column 12 lines 46-67 and column 13 lines 1-67 and column 14-16 lines 1-67).

Therefore it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the teachings of Shaw to include procurement taught by Wellman in order to manage procurement between buyers and sellers.

As per claims 158, Shaw discloses a computer program product comprising a machine readable storage medium on which is provided program instructions for performing a method for automated arbitrage using computers that communicate over a distributed network, the program instructions comprising (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158)

program code executed by a computer system for transmitting to each of a plurality of sellers' intelligent negotiation agents a request for a bid to sell at least one item needed to fulfill a interest of a buyer's intelligent negotiation agent via the network,

program code executed by a computer system for receiving from said seller's intelligent negotiation agent that bid, and program code executed by a computer system for transmitting to said buyer's intelligent negotiation agent a bid to sell that item. (see column 4 para 0051 and column 5 para 0073, 0080 and column 8 para 0142 and column 9 para 0158).

Shaw fail to explicitly teach procurement.

However Wellman discloses a buyer and/or a seller may wish to negotiate non-price attributes of the good or service, particularly in business-to-business transactions. The price of the good or service may be dependent at least in part upon these non-price attributes. Such multi-attribute negotiation or auction may be particularly useful and beneficial in, for example,

procurement transactions. Further, such multi-attribute or multidimensional negotiation or auction may be among multiple sellers and multiple buyers. However, conventional online auction mechanisms do not provide for collection of multi-attribute bids from buyers and sellers nor do they provide for optimal clearing of such multi-attribute buyer and seller bids.(Note abstract and see column see column 12 lines 46-67 and column 13 lines 1-67 and column 14-16 lines 1-67).

Therefore it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the teachings of Shaw to include procurement taught by Wellman in order to manage procurement between buyers and sellers.

Conclusion
RESPONSE TO ARGUMENTS

5.   In response to Applicant's argument's filed 12/19/07 has been fully considered but they are moot in view of new grounds of rejections.

6.   Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Frantzy Poinvil whose telephone number is (571) 272-6797. The examiner can normally be reached on Monday-Thursday from 7:00AM to 5:30PM.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's

supervisor, Kambiz Abdi can be reached on 571-272-6702. The fax phone number for

the organization where this application or proceeding is assigned is 571-273-8300.

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system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/Frantzy Poinvil/
Primary Examiner
Art Unit 3692

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April 10, 2008